



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
[www.ladpw.org](http://www.ladpw.org)

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**  
**74193**  
**Amendment 2**

March 23, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**LANDSCAPE MAINTENANCE FOR PUBLIC WORKS HEADQUARTERS COMPLEX  
AMENDMENT FOR MONTH-TO-MONTH EXTENSION OF CONTRACT  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the work continues to be exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service continues to be more economically performed by an independent contractor than by County employees.
3. Approve amending Contract No. 74193 with TruGreen Landcare, LLC, for Landscape Maintenance for Public Works Headquarters Complex to enable this contract to continue on a month-to-month basis for up to six months, starting May 1, 2006.
4. Authorize Public Works to expend an additional amount not to exceed \$23,022 for a period of up to six months for this additional service.
5. Delegate authority to the Director of Public Works to expend up to 15 percent of the additional not-to-exceed amount for vegetation replacement and additional unforeseen landscape maintenance services.

6. Instruct the Mayor to execute this amendment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to continue the landscape maintenance services on a month-to-month basis, starting May 1, 2006, for a period of up to six months while Public Works completes the solicitation process for a successor contract.

On October 29, 2002, Synopsis 48, your Board approved Contract No. 74193 with TruGreen Landcare, LLC, for landscape maintenance services at Public Works Headquarters Complex.

The contract was for an initial 1-year period with two 1-year renewal options, beginning November 1, 2002. Public Works exercised all renewal options for this contract.

On October 11, 2005, Agenda Item No. 55, your Board approved a six-month extension under authority granted by your Board to allow time to complete the solicitation and award of a new contract. The existing contract is scheduled to expire on April 30, 2006.

Public Works issued a Request for Statements of Qualification for landscape maintenance services on January 26, 2006. Submittals were received on February 22, 2006. Public Works is currently in the evaluation process and anticipates establishing a list of qualified vendors by April 20, 2006. Public Works is preparing an Invitation for Bids for the landscape maintenance services, which is anticipated to be released on April 27, 2006, to those vendors who are on the qualified list. Consequently, we are now requesting a time extension for a maximum of six months to allow additional time to complete the selection process and bid the work.

### **Implementation of Strategic Plan Goals**

This recommended action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility. This amendment will continue to utilize the contractor's expertise to effectively provide the landscape maintenance services in a timely, responsive, and cost-effective manner.

### **FISCAL IMPACT/FINANCING**

This amendment is for an amount not to exceed \$23,022, representing the contractor's monthly service cost of \$3,837 for a period of up to six months. In addition, the Director may expend up to 15 percent of the additional amended amount for vegetation

replacement and additional unforeseen landscape maintenance services. There will be no impact on net County cost. Financing is available in Public Works' Fiscal Year 2005-06 Internal Service budget.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The amendment has been executed by the contractor and approved as to form by County Counsel.

This amendment will continue the contract's current terms, specifications, and conditions. The billing rates will remain consistent with the existing contract rates. Therefore, the services provided under this extension will continue to be cost-effective.

#### **ENVIRONMENTAL DOCUMENTATION**

This service is categorically exempt from CEQA as specified in Class 1(e), (j), and (s) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this amendment will continue the current contract services.

The Honorable Board of Supervisors  
March 23, 2006  
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**CONCLUSION**

Enclosed are three copies of the amendment. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

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cc: Chief Administrative Office  
County Counsel

AMENDMENT 2 TO CONTRACT NO. 74193

LANDSCAPE MAINTENANCE FOR PUBLIC WORKS HEADQUARTERS COMPLEX

THIS AMENDMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and TRUGREEN LANDCARE, a California general partnership (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 74193 was entered into between the COUNTY and the CONTRACTOR on October 29, 2002, for landscape maintenance services at Public Works Headquarters Complex; and

WHEREAS, on October 11, 2005, the Board approved extending the expiration of the term of the Contract for six months from November 1, 2005, to April 30, 2006; and

WHEREAS, Public Works desires that this service be extended on a month-to-month basis for a period of up to six months under the Contract's existing terms and conditions; and

WHEREAS, the CONTRACTOR is willing to continue the work; and

WHEREAS, the COUNTY has revised its contractor nonresponsibility, debarment, and assignment contract conditions.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 74193 between them shall be amended as follows:

FIRST: Part I, Section 2.G, Duration of Contract, of this Contract is hereby amended and modified to extend the expiration of the term of the Contract on a month-to-month basis for a period of up to six months, beginning May 1, 2006, subject to the following:

- Continuous performance of this Contract is hereby agreed upon by the COUNTY and the CONTRACTOR on the first day of each successive month, for a period of one month, commencing on May 1, 2006, up to the maximum period of six months, through and including October 31, 2006, unless the COUNTY provides written notice of nonrenewal at least five days before the first day of the successive one-month term.

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SECOND: The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

The COUNTY may debar a CONTRACTOR if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment, if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of the CONTRACTOR.

THIRD: CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY'S express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

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[illegible]



IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Michael D. Antonovich  
Mayor, Los Angeles County

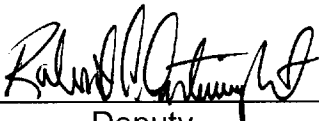
ATTEST:

JOANNE STURGES  
Acting Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

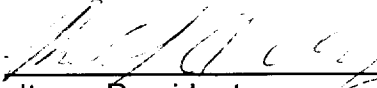
APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

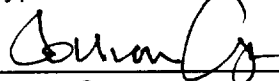
By   
Deputy

**TRUGREEN LANDCARE, a California  
general partnership**

BY: TRUGREEN LANDCARE, LLC  
Its: General Partner

By   
Its President

Richard J. Lucchesi  
Type or Print Name

By   
Its Secretary

Robert C. von Gruben  
Type or Print Name

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
ADMINISTRATIVE SERVICES DIVISION  
**ALL-PURPOSE ACKNOWLEDGMENT**

State of Tennessee

County of Shelby

On 3/20/06 before me Letha W. Sanders, Notary Public

NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"

personally appeared Richard A. Ascolese and Robert C. von Gruben

NAME(S) OF SIGNER(S)

☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

MY COMMISSION EXPIRES:  
September 17, 2008

Letha W. Sanders  
SIGNATURE OF NOTARY

**CAPACITY CLAIMED BY SIGNER(S)**

☐ INDIVIDUAL(S)

☒ CORPORATE OFFICER(S)

President, AND

Secretary

☐ PARTNER(S)

TITLE(S)

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GRARDIAN/CONSERVATOR

☐ OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

TruGreen LandCare L.L.C., the  
General Partner of TruGreen  
LandCare, a California general  
partnership

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

**THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:**

Title or Type of Document Amendment 2 to Contract No. 74193

Number of Pages 5 Date of Document March 2006

Signer(s) Other Than Named Above None